

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION

In re:

Holly L. Fry

Case no. 17-17480
Chapter 13

Debtor.

/

NOTICE OF DEFAULT

1. On or about November 03, 2017, Holly L. Fry (the “Debtors”) filed a Voluntary Petition for Relief pursuant to Chapter 7 of the United States Bankruptcy Code. [DE #1]
2. On or about August 27, 2018, Wilmington Savings Fund Society, FSB, as Owner Trustee of the Residential Credit Opportunities trust V-C through its predecessors in Interest, Specialized Loan Servicing, LLC. (the “Secured Creditor”) filed a Motion for Relief from the Automatic Stay pursuant to 11 U.S.C. §362(d) for its claim to the real property commonly known as **2218 E. Cumberland Street, Philadelphia, PA 19125** (hereinafter “Property”). [DE # 41]
3. On or about October 4, 2018 the Debtor and the Secured Creditor agreed to a Conditional Order allowing the automatic stay to remain in effect for the Property. [DE 52]. Please see the Conditional Order, stipulation and Transfer of Claim attached hereto as Exhibit “A.”
4. As of September 1, 2018, the Debtor is in default of his mortgage, and thus the Conditional Order, granting the Secured Creditor’s motion for relief from the automatic stay
5. Pursuant to the Conditional Order granting the Secured Creditor’s motion for relief from the automatic stay, the Debtor has ten (10) days to cure the default after receipt of this Notice of Default before the Secured Creditor may obtain an Order Vacating the Automatic Stay.

Respectfully submitted,

DWALDMANLAW, P.C.
/S/ Kathryn Wakefield, Esquire
4900 Carlisle Pike, #182
Mechanicsburg, PA 17050
Telephone: (844) 899-4162
Facsimile: (844) 882-4703
Attorneys for Plaintiff

To:

Holly L. Fry
218 E. Cumberland Street
Philadelphia, PA 19125

Holly L. Fry
c/o Brad J. Sadek
Sadek and Cooper
1315 Walnut Street, Suite 502
Philadelphia, PA 19107

Trustee

William C. Miller, Esq.
Chapter 13 Trustee
P.O. Box 1229
Philadelphia, PA 19105

U.S. Trustee

United States Trustee
Office of the U.S. Trustee
200 Chestnut Street, Suite 502
Philadelphia, PA 19106

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Holly L. Fry	<u>Debtor</u>	CHAPTER 13
Specialized Loan Servicing LLC	<u>Movant</u>	
vs.		NO. 17-17480 MDC
Holly L. Fry	<u>Debtor</u>	
David Fry	<u>Co-Debtor</u>	11 U.S.C. Sections 362 and 1301
Thomas Joseph Farrell, Jr.		
William C. Miller Esq.	<u>Trustee</u>	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtors' residence is \$13,165.66, which breaks down as follows;

Post-Petition Payments:	December 1, 2017 to January 1, 2018 at \$1,326.03/month
Total Post-Petition Arrears	February 1, 2018 to September 1, 2018 at \$1,314.20/month
	\$13,165.66

2. The Debtors shall cure said arrearages in the following manner:

- a). Within seven (7) days of the filing of this Stipulation, Debtors shall file an Amended Chapter 13 Plan to include the post-petition arrears of \$13,165.66.
- b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of \$13,165.66 along with the pre-petition arrears;
- c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.

3. Beginning with the payment due October 1, 2018 and continuing thereafter, Debtors shall pay to Movant the present regular monthly mortgage payment of \$1,314.20 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).

4. Should Debtors provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders). Movant shall adjust the account accordingly.

5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtors and Debtors' attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtors should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

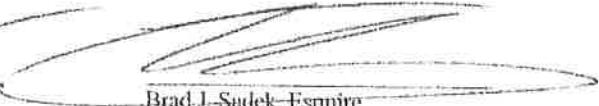
9. The parties agree that a facsimile signature shall be considered an original signature.

Date: September 21, 2018

/s/ Kevin G. McDonald, Esquire
Kevin G. McDonald, Esquire
Attorney for Movant

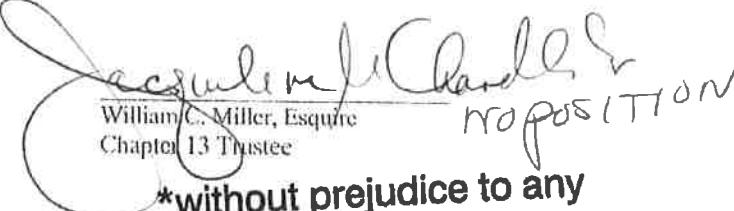
Date:

9/24/18


Brad J. Sudek, Esquire
Attorney for Debtors

Date:

10/2/18


Jacqueline C. Miller, Esquire
Chapter 13 Trustee

*without prejudice to any
trustee rights or remedies

Approved by the Court this 4th day of October, 2018. However, the court retains discretion regarding entry of any further order.

Magdalene D. Coleman

Bankruptcy Judge
Magdalene D. Coleman

NBS Specialized Loan Servicing LLC

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Holly L. Fry	<u>Debtor</u>	CHAPTER 13
Specialized Loan Servicing LLC	<u>Movant</u>	
vs.		NO. 17-17480 MDC
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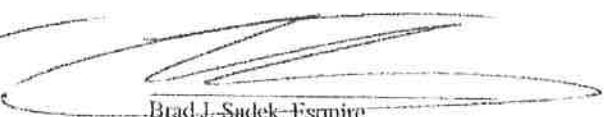
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/s/ Kevin G. McDonald, Esquire
Kevin G. McDonald, Esquire
Attorney for Movant

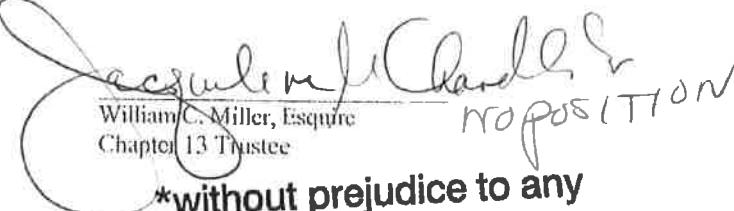
Date:

9/24/18


Brad J. Sudek, Esquire
Attorney for Debtors

Date:

10/2/18


Jacqueline C. Miller, Esquire
Chapter 13 Trustee

No position
***without prejudice to any
trustee rights or remedies**

Approved by the Court this _____ day of _____, 2018. However, the court retains discretion regarding entry of any further order.

Bankruptcy Judge
Magdalene D. Coleman

NBS Specialized Loan Servicing LLC

B2100A (Form 2100A) (12/15)

United States Bankruptcy Court

Eastern District Of Pennsylvania (Philadelphia)

In re Holly L. Fry, Case No. 17-17480-mdc

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Wilmington Savings Fund Society, FSB, as Owner
Trustee of the Residential Credit Opportunities Trust
V-C

Name of Transferee

Name and Address where notices to transferee
should be sent:

AMIP Management
3020 Old Ranch Parkway, Suite 180
Seal Beach, CA 90740

Phone: 562-735-6555x110

Last Four Digits of Acct #: 3068

Name and Address where transferee payments
should be sent (if different from above):

FCI Lender Services Inc.
PO BOX 27370,
Anaheim Hills, CA 92809-0112
Phone: (800) 931-2424, x651

Last Four Digits of Acct #: _____

Specialized Loan Servicing LLC

Name of Transferor

Court Claim # (if known): 16-1

Amount of Claim: 258,392.63

Date Claim Filed: 04/10/2018

Phone: 800-315-4757

Last Four Digits of Acct #: 1124

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: /s/ Michelle Ghidotti-Gonsalves

Transferee/Transferee's Agent

Date: 05/17/2019

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.



Loan Servicing • Specialty Servicing • Default

Phone: 800-931-2424 Fax: 714-282-5775

NOTICE OF SERVICING TRANSFER

DAVID FRY
2218 E CUMBERLAND ST
PHILADELPHIA, PA 19125

Loan #
**Property: 2218 E CUMBERLAND ST
PHILADELPHIA, PA 19125**

Dear DAVID FRY:

The servicing of your Promissory Note is being transferred, effective 04/09/2019. This means that after this date, a new Servicer will be collecting your Promissory Note payments from you. Nothing else about your Promissory Note will change.

BSI Financial Services is now collecting your payments. BSI Financial Services will stop accepting payments received from you on 04/09/2019. FCI Lender Services, Inc. will collect your payments going forward. FCI Lender Services, Inc. will start accepting payments received from you on 04/09/2019.

Send all payments due on or after 04/09/2019 to FCI Lender Services Inc. at this address: PO BOX 27370, Anaheim, CA 92809-0112.

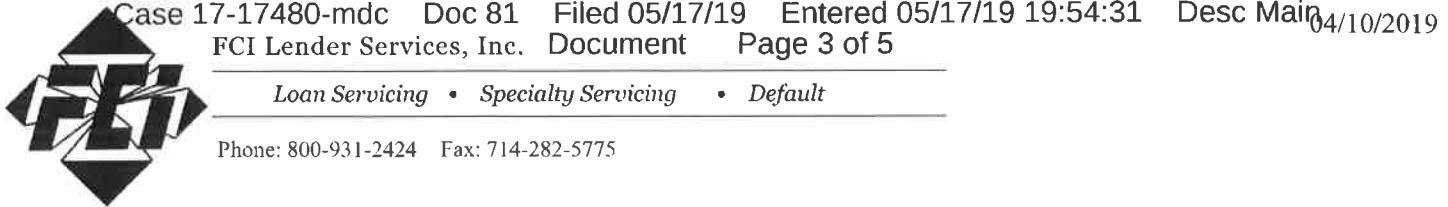
If you have any questions for either your present servicer, BSI Financial Services, or your new Servicer FCI Lender Services, Inc. about your Promissory Note or this transfer, please contact them using the information below:

Previous Servicer	Current Servicer:
BSI Financial Services	FCI Lender Services, Inc.
Customer Care	Customer Care Department
314 South Franklin Street, Second Floor	Post Office Box 27370
Titusville, PA, 16354	Anaheim Hills, California 92809-0112
1-800-327-7861 (toll free or collect)	(800) 931-2424, x651 (toll free)
Hours of Operation:	Hours of Operation
Monday - Friday	Monday – Friday
08:00 AM - 11:00 PM (Eastern Standard Time)	08:00 AM – 05:00 PM (Pacific)

Important Note about insurance: If you have mortgage life or disability insurance or any other type of optional insurance, the transfer of servicing rights may not affect your insurance because we have not serviced mortgage life or disability premiums. However, if you wish to retain optional insurance, we would suggest that you contact your current optional product service provider or your Lender.

Under Federal law, during the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old Servicer on or before its due date may not be treated by the new Servicer as late, and a late fee may not be imposed on you.

Sincerely,
Customer Care Department
FCI Lender Services



BORROWER WELCOME LETTER

DAVID FRY
2218 E CUMBERLAND ST
PHILADELPHIA, PA 19125

Re Loan Number:
Property: 2218 E CUMBERLAND ST, PHILADELPHIA, PA 19125

Dear DAVID FRY:

Welcome to FCI Lender Services, Inc. ("FCI") Loan servicing! FCI is your Servicing Agent and is servicing your Promissory Note on behalf of your Lender/Creditor, **Residential Credit Opportunities Trust V-C** (The "Creditor"). FCI is also a Debt Collector. Your Creditor has authorized FCI to process and collect your scheduled Promissory Note payments according to your Promissory Note and Security Instrument. A *Payment Statement* will be mailed or emailed to you on a regular basis. Please send your check with your account number written on it, plus the payment coupon from your statement (unless you have established an Automated Payments (ACH) debit program with FCI). You should review each *Payment Statement* carefully for accurate loan information. At year-end, an interest statement (IRS Form 1098) will be mailed to you for tax purposes. To view your account, and for other payment options, visit www.trustfci.com and click on "Borrower Payment Options" located at the top of FCI's web page.

IMPORTANT BANKRUPTCY INFORMATION

IF YOU OR YOUR ACCOUNT ARE SUBJECT TO PENDING BANKRUPTCY PROCEEDINGS, OR IF YOU RECEIVED A BANKRUPTCY DISCHARGE ON THIS DEBT, THIS STATEMENT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT AN ATTEMPT TO COLLECT A DEBT.

Your Creditor has provided FCI the following information regarding the Total Amount Due on your Promissory Note (the "Debt").

Deferred Principal Balance:	\$ 0.00	Principal Balance:	\$ 235,100.80
Deferred Unpaid Interest:	\$ 0.00	Accrued Interest:	\$ 26,879.86
Deferred Late Charges:	\$ 0.00	Accrued Late Charges:	\$ 0.00
Deferred Loan Charges:	\$ 0.00	Other Amounts Due:	\$ 17,120.87

Amount of Debt: \$ 279,101.53

VALIDATION OF DEBT: Unless you, the consumer, within thirty days after receipt of this notice, dispute the validity of the Debt, or any portion thereof, the Debt will be assumed to be valid by FCI as the Debt Collector. If you notify FCI in writing, within thirty days after receipt of this notice, that you dispute the Debt or any portion of the Debt, we will, as required by law, obtain and mail to you verification of the Debt and/or a copy of a Judgment against you. Upon your written request within the thirty-day period, FCI as the Debt Collector will provide you, as the consumer, with the name and address of the original creditor, if different from the current Creditor.

As of the date of this Notice, the Debt is **\$ 279,101.53**. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection.

PLEASE BE ADVISED YOUR LOAN TERMS MAY BE ADJUSTED ONCE ALL LOAN DOCUMENTS HAVE BEEN RECEIVED AND/OR REVIEWED.

IF YOU ARE NOT IN BANKRUPTCY OR DISCHARGED OF THIS DEBT, BE ADVISED THAT FCI IS A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A DEBT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

If you have any questions regarding the above information, please write or call FCI's Customer Care Center toll-free number at 1-800-931-2424 (x651) during normal business hours (Monday-Friday, 8:00 AM – 5:00 PM, PST). When calling, please reference your loan number.

Sincerely,
Customer Care Department
FCI Lender Services



ANNOUNCING

FCI'S BORROWER LIVE LOGIN

FCI's live login gives Borrowers access to current Loan Information including:

- Monthly Statements
- Principal Balance
- Payment History
- Loan Charges
- Payments Due

Use your Borrower Login to **make last minute Online Payments** that will be credited to your account based on the time submitted. Simply click on "Express Payment" to make your loan payment for a small Express Payment fee.

Providing your loan is performing and current, you can also use your Borrower Login to **set up Automatic Payments (ACH)**, and not worry about sending in checks again.

Go to www.trustfcicom "Customer Login" and click on "Borrower Login" to set up your account.

Sincerely,
Customer Care Department
FCI Lender Services



Loan Servicing • Specialty Servicing • Default

Phone: 800-931-2424 Fax: 714-282-5775

Privacy Policy

DAVID FRY
2218 E CUMBERLAND ST
PHILADELPHIA, PA 19125

Dear DAVID FRY:

At FCI Lender Services and our family of companies, we appreciate your business and the trust you have placed in us. We are committed to protecting the personal data we obtain about you. Please know that we do not sell your personal data. Please review the following details.

What personal data we may collect about you?

We may collect personal data about you to process your payments and to communicate with you regarding the status of your loan and payments. When required, we will obtain your consent before collecting it. The personal data may include:

Name and Address

Credit & Payment Data

Social Security number or taxpayer identification number

What do we do with your personal data?

We comply with Federal and State requirements related to the protection and use of your data. This means we only share data where we are permitted or required to do so. We also may be required to obtain your authorization before disclosing certain types of personal data. We may use your data for the following:

Process Loan and Payments

Respond to your requests

Comply with regulatory requirements

Prevent Fraud

We do not sell personal data about current or former customers or their accounts. We do not share your personal data for marketing purposes with anyone outside our family of companies. When affiliates or outside companies perform a service on our behalf, we may share your personal data with them. We require them to protect your personal data, and we only permit them to use your personal data to perform these services. Examples of outside parties who may receive your data are:

State or Federal Authorities

Other companies or service providers supporting your account

How do we protect your personal data?

In order to protect your personal data, we maintain physical, electronic, and procedural safeguards. We review these safeguards regularly in keeping with technological advancements. We restrict access to your personal data. We also train our employees in the proper handling of your personal data.

Our commitment to keeping you informed.

We will send you a Privacy Policy each year while you are our customer. In the event we broaden our data sharing practices, we will send you a new policy.